

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT
MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST,
SERIES O.

THIS SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of May 15, 1962, between CHEMICAL BANK NEW YORK TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, Trustee (hereinafter called the Trustee), Party of the First Part, and MISSOURI PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the Railroad), Party of the Second Part:

WHEREAS, by a certain Equipment Trust Agreement (hereinafter called the Agreement), dated as of February 1, 1961, between the Trustee and the Railroad, certain railroad Equipment described therein and collectively called the Trust Equipment was leased to the Railroad in accordance with the terms of the Agreement (constituting Missouri Pacific Railroad Equipment Trust, Series O); and

WHEREAS, the Agreement was filed and recorded with the Interstate Commerce Commission on January 23, 1961, pursuant to Sec. 20c of the Interstate Commerce Act and assigned Recordation No. 1928; and

WHEREAS, the Railroad has on deposit with the Trustee under the Agreement \$75,128.37 which has not been applied to the purchase of Trust Equipment, and in order to so apply the said amount (or a part thereof) toward the purchase of additional Trust Equipment, the Railroad desires to subject the hereinafter described additional units of Trust Equipment to the Agreement;

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Agreement, the parties agree:

1. The Trust Equipment as defined and described in the Agreement shall include the following new standard gauge railroad Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Cost and Fair Value</u>	
		<u>Per Unit</u>	<u>Aggregate</u>
5	70-ton All-Steel Hopper cars, with patented "Airslide" un- loading devices, numbered 290-294, both incl.	\$14,400.00	\$72,000.00

which railroad Equipment shall hereafter constitute and be a part of the Trust Equipment of Missouri Pacific Railroad Equipment Trust, Series O, as fully and completely as though it had been part of the Trust Equipment originally described in said Agreement.


2. This Supplemental Lease shall be upon and subject to all the terms, covenants, provisions and conditions of the Agreement constituting Missouri Pacific

Railroad Equipment Trust, Series O, and said Equipment shall be deemed a part of the Trust Equipment for all the purposes of said Agreement as though it had been specifically described therein.

3. This Supplemental Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, and may be executed in several counterparts, each of which, when so executed, shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.


IN WITNESS WHEREOF, the Trustee and the Railroad have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

ATTEST:

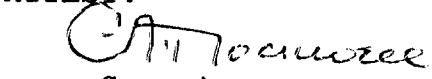

Assistant Secretary
(Corporate Seal)

CHEMICAL BANK NEW YORK TRUST
COMPANY

By



Vice President

ATTEST:


Secretary
(Corporate Seal)

MISSOURI PACIFIC RAILROAD COMPANY

By


Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 9th day of May, 1962, before me personally appeared H. A. BASHAM, JR., to me personally known, who being by me duly sworn, says that he is a Vice President of CHEMICAL BANK NEW YORK TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Harverson DeRemmerholt
Notary Public.
HARVETSON DE REMMERHOLT
Notary Public, State of New York
Commission Expires March 30, 1967

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss.

On this 2d day of May, 1962, before me personally appeared C. D. Peet, to me personally known, who, being by me duly sworn, says that he is a Vice President of MISSOURI PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires September 28, 1962.

Williamson
Notary Public.